

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

v.

THOMAS B. FINAN CENTER,
MARYLAND DEPARTMENT OF HEALTH

Defendant.

1:22-cv-2407-MJM

CONSENT DECREE

This action was instituted by Plaintiff Equal Employment Opportunity Commission (the “EEOC” or the “Commission”) against Defendant Maryland Department of Health (“Defendant”). The suit alleges that Defendant violated Sections 6(d)(1) and 15(a)(2) of the Equal Pay Act, 29 U.S.C. §§ 206(d)(1) and 215(a)(2) by paying Kimberly Glotfelty, Amy Johnson, Tiffany Johnson, and Megan Poland lower wages than those paid to their male counterpart for performing equal work. The parties desire to resolve the Commission’s actions without the time and expense of continued litigation, and to formulate a plan to be embodied in a Decree which will promote and effectuate the purposes for the Equal Pay Act.

This Decree does not constitute an admission or evidence of any fact, wrongdoing, misconduct, or liability on the part of the Defendant, the State of Maryland, or any other person affiliated with the State of Maryland or the Defendant.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and the Equal Pay Act. Therefore, upon due consideration of the record, it is ORDERED, ADJUDGED AND DECREED:

Scope of Decree

1. This Decree resolves all issues and claims alleged in the Complaint filed by the Commission in this Equal Pay Act action, which emanate from the Charge of Discrimination filed by Tiffany Johnson on March 10, 2021, with the United States Equal Employment Opportunity Commission, EEOC Charge No. 531-2021-01281 (the “Charge”) against the Defendant. This Decree fully and finally resolves all claims and matters alleged in this action and in the Charge.

2. This Decree shall be in effect for a period of two years from the date it is entered by the Court. During that time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate the terms of the Decree. Specifically, this consent decree shall terminate upon the occurrence of all the following events:

(1) Payment of \$39,335.88 in backpay, \$5,231.71 in interest on the back pay, and \$22,252.08 in damages to Kimberly Glotfelty; payment of \$41,891.11 in back pay, \$5,335.77 in interest on the back pay, and \$22,212.44 in damages to Amy Johnson; and payment of \$39,383.01 in back pay, \$5,237.93 in interest on the back pay, and \$22,252.85 in damages to Tiffany Johnson; and payment of \$39,377.23 in back pay, \$5,237.22 in interest on the back pay, and \$22,252.77 in damages to Megan Poland as set forth in paragraph 5 herein; (2) adjustment of Kimberly Glotfelty, Amy Johnson, Tiffany Johnson, and Megan Poland to a Grade 13, step 12 on the Standard Salary Scale, retroactive to December 4, 2019, as set forth in paragraph 7 herein; (3) notice posting by Defendant as described in paragraphs 12-13 herein; (4) Defendant’s provision to the EEOC of four

lists pursuant to the monitoring provisions described in paragraph 14 herein; and (5) Defendant's scheduling of training conducted by EEOC, for a period of two years as described in paragraphs 10-11 herein.

3. If Defendant has failed to complete the requirements in paragraph 2 herein within two years of the entry of this Decree by the Court, the duration of the Decree may be extended by the Court, but only until Defendant's obligations under the Decree are satisfied. In no event shall the Decree be extended after all of Defendant's obligations under the Decree are satisfied.

4. This Decree, being entered with the consent of the parties, shall not constitute an adjudication or finding on the merits of the case.

Relief to Kimberly Glotfelty, Amy Johnson, Tiffany Johnson and Megan Poland

5. Within sixty business days of entry of this Decree, Defendant shall pay Kimberly Glotfelty, Amy Johnson, Tiffany Johnson, and Megan Poland the total amount of \$270,000.00 (the "Settlement Amount"), \$159,987.23 of which constitutes backpay (the "Backpay") and \$110,012.77 (\$27,483.79 to Kimberly Glotfelty; \$27,548.21 to Amy Johnson; \$27,490.78 to Tiffany Johnson; and \$27,489.99 to Megan Poland) which constitutes payment for damages including interest as calculated through the EEOC's Paycalc program (the "Damages"). In addition to the Backpay, Defendant shall make proper withholdings for taxes and required employee contributions for FICA, including Medicare and additional pension contributions from the Backpay portion of the Settlement Amount. Defendant shall not withhold any deductions from the Damages portion of the Settlement Amount. The Backpay will be transmitted directly to Kimberly Glotfelty, Amy Johnson, Tiffany Johnson, and Megan Poland via direct deposit. Checks reflecting the Damages will be issued directly to Kimberly Glotfelty, Amy Johnson, Tiffany Johnson, and Megan Poland. An electronic copy of the check and related correspondence will be

emailed to the EEOC at debra.lawrence@eeoc.gov. Defendant will issue to Kimberly Glotfelty, Amy Johnson, Tiffany Johnson, and Megan Poland a 2024 W-2 form for the back pay paid to them and IRS Form 1099 for the additional damages paid to them.

6. Kimberly Glotfelty, Amy Johnson, Tiffany Johnson, and Megan Poland shall be solely and entirely responsible for the payment and discharge of all federal, state, and local taxes which may, at any time, be found to be due as a result of the payment of the Settlement Amount, and Defendant makes no representation as to the tax consequences or tax treatment of the Settlement Amount.

7. Within ten business days of the entry of this Decree, Defendant shall adjust Kimberly Glotfelty's, Amy Johnson's, Tiffany Johnson's, and Megan Poland's salaries to a salary commensurate with a Grade 13/Step 12 on the State's current standard salary scale, retroactive to December 4, 2019 until December 4, 2020, when all Claimants' will be compensated at a Grade 13/Step 15.

8. As quickly as reasonably possible after entry of this Decree, given the constraints of Defendant's human resources system, Defendant shall adjust Kimberly Glotfelty's, Amy Johnson's, Tiffany Johnson's, and Megan Poland's annual salaries in the State Retirement and Pension System to reflect the retroactive adjustment to their Grade 13/ Step 12 effective December 4, 2019 until December 4, 2020, when all Claimants' will be compensated at a Grade 13/Step 15.

Injunctive Relief

9. Defendant, its officers, agents, employees and all persons acting or claiming to act on its behalf and interest hereby are enjoined from discriminating on the basis of sex with respect to wages for the duration of the Decree. Such sex-based discrimination violates the Equal Pay Act, including the following provisions:

No employer . . . shall discriminate, within any establishment in which such employees are employed between employees on the basis of sex by paying wages to employees in such establishment at a rate less than the rate at which [the employer] pays wages to employees of the opposite sex in such establishment for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where such payment is made pursuant to (i) a seniority system; (ii) a merit system; (iii) a system which measures earnings by quantity or quality of production; or (iv) a differential based on any other factor other than sex.

29 U.S.C. § 206(d)(1).

Training

10. Within thirty days from the date of entry of the Decree and annually thereafter for the duration of the Decree, Defendant shall schedule at least two hours of hybrid live-remote training for all current employees working in a human resource capacity – specifically employees within the Thomas B. Finan Center whose role involves or affects the setting of employee salaries. The training shall be scheduled by Defendant but shall be conducted by Debra M. Lawrence, Regional Attorney for EEOC, or some other EEOC representative designated in writing by the EEOC. Defendant will pay for any travel expenses connected with Ms. Lawrence coming to the Finan Center for the training session. The training shall address compliance with federal anti-discrimination laws, with a particular emphasis on the prohibition against sex discrimination with respect to wages.

11. The EEOC training will be recorded by audio/visual means. For a period of two years from the entry of this Decree by the Court, Defendant shall, within 60 days of hiring, show the recorded EEOC training to any newly-hired human resource officer or employee of the Thomas B. Finan Center whose role involves or affects the setting of employee salaries. Defendant will maintain records identifying the name and job title of the employees receiving such training, the date of commencement of each such employee's position, and date of training. Every six months,

for a period of two years from the entry of this Decree, Defendant will forward to EEOC a copy of the foregoing training records.

Expungement

12. Within ten business days of Entry of this Decree, Defendant will provide certification that it has removed the following documents from the personnel files of the following individuals: Poland Dep. Ex. 5 from the personnel file of Amy Poland; Glotfelty Dep. Ex. 5 and 6 from the personnel file of Kimberly Glotfelty ; and Tiffany Johnson Dep. Ex. 17 from the personnel file of Tiffany Johnson. Defendant agrees that such removed documents, disciplines, or dates never be mentioned in future evaluations or references, or be used as a basis for future disciplines, negative evaluations, or documentation requirements.

Notice and Postings

13. Within fifteen business days of entry of this Decree, Defendant will confirm that it continues to display the posters required in the workplace by Commission Regulations, 29 C.F.R. § 1601.30.

14. Within thirty business days of entry of this Decree, the Thomas B. Finan Center will also post in all places where notices are customarily posted for employees, the Notice attached as Exhibit A. The Notice shall be posted and maintained for a period of two years from the entry of this Decree and shall be signed by the Defendant's Administrator with the date of actual posting shown. Should the Notice become defaced, marred, or otherwise made unreadable, Defendant will ensure that new readable copies of the Notice are posted in the same manner as specified above. Within its first semi-annual report, Defendant shall provide to the EEOC a copy of the signed Notice, written confirmation that the Notice has been posted, and a description of the location and date of the posting.

15. For a period of two years from the entry of this Decree by the Court, Defendant will submit to the Commission, on a semi-annual basis, a list of all employees who have complained of or reported any alleged sex-based wage discrimination within the Thomas B. Finan Center. This list will include each individual's name; home address; home telephone number; nature of the individual's complaint; name of individual who received the complaint or report; date complaint or report was received; description of Defendant's actions taken in response to the complaint or report, including the name of each manager or supervisor involved in those actions. If no complaints of alleged wage discrimination were made, Defendant will confirm in writing to the EEOC that no such complaints were made.

16. All materials required by this Decree to be provided to the EEOC shall be sent by e-mail to Debra Lawrence at debra.lawrence@eoc.gov.

17. This Decree constitutes a final judgment as to all claims in this action. The Commission and Defendant shall bear their own costs and attorneys' fees.

18. The undersigned counsel of record in the above-captioned action hereby consent to the entry of the foregoing Consent Decree.

FOR
DEFENDANT:

Signed by Debra M.
Lawrence with express
permission from Musa L.
Eubanks

/s/

Musa L. Eubanks (Bar No. 15130)
Assistant Attorney General
Deputy Counsel
Office of the Attorney General
Maryland Department of Health
300 W. Preston Street, Ste. 302
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FOR PLAINTIFF:



Debra M. Lawrence (Bar No. 04312)
Regional Attorney
U.S. EEOC
Baltimore Field Office
31 Hopkins Plaza, Suite 1432
Baltimore, MD 21201
Phone: (410) 801-6691
debra.lawrence@eoc.gov

SO ORDERED.

Signed and entered this 27th day of November, 2024.



Matthew J. Maddox, United States District Judge



NOTICE TO THOMAS B. FINAN CENTER EMPLOYEES

This Notice is being posted as part of the resolution of a lawsuit filed by the Equal Employment Opportunity Commission (EEOC) against the Thomas B. Finan Center, Maryland Department of Health in the United States District Court for the District of Maryland. (*EEOC v. Thomas B. Finan Center, Maryland Department of Health*, Civil Action No. 1:22-cv-2407-MJM). The EEOC brought this action to enforce provisions of the Equal Pay Act, which prohibit pay discrimination on the basis of sex. There has been no finding by a court of law that the Thomas B. Finan Center, Maryland Department of Health engaged in discrimination and the allegations have been denied. Nevertheless, the Finan Center and MDH reaffirm their commitment to abide by all federal laws prohibiting employment discrimination with respect to compensation, without regard to gender.

The Thomas B. Finan Center WILL conduct its hiring and employment practices without regard to the gender of an applicant or employee and ensure that all employees are compensated equally for performing equal work.

The Thomas B. Finan Center WILL take all complaints of discrimination in the workplace seriously and address them appropriately.

The Thomas B. Finan Center WILL NOT engage in any acts or practices made unlawful under the Equal Pay Act, including retaliation against one who exercises his or her rights under the Equal Pay Act.

Employees or job applicants should feel free to report instances of discriminatory treatment to a supervisor or a manager, or to the Office of Equal Opportunity at 410-545-8477 at any time. The Finan Center and the Maryland Department of Health have established policies and procedures to promptly investigate any such reports and to protect the person making the reports from retaliation, including retaliation by the person allegedly committing the discrimination.

Individuals are also free to make complaints of employment discrimination directly to the Baltimore Field Office, 31 Hopkins Plaza, Suite 1432, Baltimore, Maryland 21201 or by calling 866-408-8075 / TTY 800-669-6820. General information may also be obtained on the Internet at www.eeoc.gov.

Lesa Diehl, CEO Thomas B. Finan Center
Date Posted: